

**IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA**

**SOUTHERN STATES POLICE BENEVOLENT ASSOCIATION,  
INC., JAMIE NORRIS, JEFFREY HIRSCH and DEAN HUNTER  
On Behalf of Themselves And All Others Similarly Situated,**

**Plaintiffs,**

**vs.**

**PROTECTIVE APPAREL CORPORATION OF AMERICA,  
INC. and POINT BLANK BODY ARMOR, INC.**

**Defendants.**

**CLASS REPRESENTATION  
CASE NO. 05012961**

**HON. LEROY MOE  
CIRCUIT COURT JUDGE**

**POINT BLANK II/PACA NOTICE OF CLASS ACTION, PROPOSED SETTLEMENT AND HEARING**

**IF YOU PURCHASED A POINT BLANK, PACA OR GALLS BRAND BULLET-RESISTANT VEST CONTAINING ZYLON, PLEASE READ THIS NOTICE CAREFULLY. THIS IS NOT A LAWSUIT AGAINST YOU. YOU MAY BENEFIT FROM READING THIS NOTICE. THIS NOTICE IS TO ADVISE YOU OF A PROPOSED SETTLEMENT OF A CLASS ACTION LAWSUIT IN WHICH YOU MAY BE A CLASS MEMBER AND ALSO TO ADVISE YOU OF A COURT HEARING ON THE PROPOSED SETTLEMENT. THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT THE SETTLEMENT, THE FINAL APPROVAL HEARING ON THE SETTLEMENT, AND YOUR RIGHTS. YOU SHOULD READ THE ENTIRE NOTICE CAREFULLY BECAUSE YOUR RIGHTS MAY BE AFFECTED.**

**CLAIMS DEADLINE:** TO CLAIM YOUR BENEFITS YOU MUST SUBMIT A VALID CLAIM FORM BY JUNE 30, 2006.

**EXCLUSION DEADLINE:** REQUESTS FOR EXCLUSION FROM THE CLASS AND THE SETTLEMENT MUST BE MAILED TO THE SETTLEMENT ADMINISTRATOR, *POSTMARKED ON OR BEFORE MARCH 6, 2006.*

**1. WHY ARE YOU RECEIVING THIS NOTICE?**

You are receiving this Notice to advise you of certain benefits you may be entitled to receive pursuant to the settlement of a class action lawsuit styled Southern States Police Benevolent Assn., Inc., Jamie Norris, Jeffrey Hirsch and Dean Hunter, on behalf of themselves and all others similarly situated, Plaintiffs, vs. Protective Apparel Corporation Of America and Point Blank Body Armor, Inc., Defendants, in the Circuit Court for the Seventeenth Judicial Circuit, in and for Broward County, Florida, Case No. 05012961 (the "Lawsuit").

The Court sent you this notice because you have a right to know about the proposed settlement and about your options, before the Court decides whether to approve the settlement.

This Notice describes the class action, provides a summary of the terms of the proposed settlement (the "Settlement") and advises of the date, time, and place of a hearing to be held by the Court to decide whether the Court will give final approval to the Settlement. All Class members who do not exclude themselves from the Settlement (as described below) will be entitled to claim Settlement benefits and will be bound by the orders issued by the Court regarding the Settlement.

On December 12, 2005 the Court preliminarily approved the Settlement. **On March 16, 2006, the Court will hold a hearing (the "Final Approval Hearing") at 8:45 a.m. in Courtroom 960, Broward County Courthouse, 201 S.E. 6<sup>th</sup> Street, Ft. Lauderdale, Florida 33301 to decide whether to finally approve the Settlement.**

**2. DESCRIPTION OF THE LAWSUIT**

The lawsuit claims, among other things, that Defendants breached their warranties related to body armor models made in whole or in part with Zylon for failing to meet the performance characteristics for which they were warranted. The Defendants deny these claims. The proposed Settlement does not mean that the Defendants admit that they have done anything wrong or illegal. Nor has the Court found that Defendants violated the law.

The vests at issue were sold by Point Blank, PACA, Galls and their distributors to state and local governments, law enforcement officers and others. The vests include, among others, the following popular models:

Point Blank Concealable Vests Containing Zylon®	Point Blank Tactical Vests Containing Zylon®
<ul style="list-style-type: none"><li>• Fusion (level IIA, II &amp; IIIA)</li><li>• Legacy (level IIA, II &amp; IIIA)</li></ul>	<ul style="list-style-type: none"><li>• S.P.I.D.E.R. - Fusion (level IIIA)</li><li>• S.P.I.D.E.R. - The Beast (level IIIA)</li><li>• SWAT Cert Plus - Fusion (level IIIA)</li><li>• SWAT Cert Plus- The Beast (level IIIA)</li><li>• MRV Plus SWAT - Fusion (level IIIA)</li><li>• MRV Plus SWAT - The Beast (level IIIA)</li></ul>
PACA Concealable Vests Containing Zylon®	PACA Tactical Vests Containing Zylon®
<ul style="list-style-type: none"><li>• RTZ (level II &amp; IIIA)</li><li>• ZG (level IIA, II &amp; IIIA)</li><li>• ZPG (level IIA, II &amp; IIIA)</li><li>• Z3-2 (level II)</li><li>• ZGS-2 (level II)</li><li>• WF1002 (level II)</li></ul>	<ul style="list-style-type: none"><li>• M-2001 - ZPG (level IIIA)</li><li>• M-2001 - ZG (level IIIA)</li><li>• M-95 - ZPG (level IIIA)</li><li>• M-95 - ZG (level IIIA)</li><li>• SVII - ZPG (level IIIA)</li><li>• SVII - ZG (level IIIA)</li><li>• Wilson ZPG Vest (level IIIA)</li><li>• Wilson ZG (level IIIA)</li><li>• Contact ZPG (level IIIA)</li><li>• Contact ZG (level IIIA)</li></ul>

Galls Branded Concealable Vests Containing Zylon®  
(These vests were manufactured by Point Blank)

- ZL1 (Level IIA)
- ZL2 (Level II)
- ZL3 (Level IIIA)

**3. WHY IS THIS A CLASS ACTION?**

In a class action, one or more people or organizations, called Class Representatives (in this case the Southern States Police Benevolent Association, Inc., Jamie Norris, Jeffrey Hirsch and Dean Hunter), sue on behalf of people and entities who have similar claims. All of these people and organizations make up the Class or are Class Members. One Court resolves the issues for all Class members, except for those who exclude themselves. Circuit Court Judge Leroy Moe is in charge of this class action.

**4. HOW HAS THE LAWSUIT PROCEEDED?**

On October 20, 2005, the Court entered an Order Certifying Class Action With Findings of Fact and Conclusions of Law ("Certification Order"). The Court found that the requirements for a class action were met for a national class action on Plaintiffs' claims.

Following the Certification Order, Plaintiffs and Defendants agreed to a Settlement of the Lawsuit. There has been no trial on any of the claims in the Lawsuit and the Court has not determined whether any of Plaintiffs' allegations or Defendants' defenses are valid.

**5. WHY IS THERE A PROPOSED SETTLEMENT?**

In the opinion of Class Counsel, the Settlement is in the best interest of Class members. This is because the Settlement:

- Provides substantial benefits to Class members,
- Avoids the cost and delay that would come with prosecuting the case in Court, through lengthy appeals, etc., and
- Avoids uncertain outcome and risks.

In the opinion of Defendants' Counsel, the Settlement is good because the Settlement:

- Puts to rest all controversy, and
- Avoids the further expense, burden, distraction, and inconvenience of litigation.

**WHO IS IN THE SETTLEMENT?**

**6. HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?**

Judge Moe decided that everyone who fits the following description is a Class Member (Class A and Class B collectively, the "Class"):

**Class A ("PACA Class"):**

All law enforcement personnel and organizations, and other individuals, in the United States and its territories who purchased new ballistic resistant soft body armor containing Zylon® from Defendant PACA, excluding Defendant PACA, its affiliates, parents and subsidiaries, all directors, officials, agents, and employees of PACA, its distributors, federal agencies and any persons who have been physically injured as a result of defects in their vests.

**Class B ("Point Blank Class"):**

All law enforcement personnel and organizations, and other individuals, in the United States and its territories who purchased new ballistic resistant soft body armor containing Zylon® from Defendant Point Blank excluding all purchasers of the Point Blank Legacy Premier and Galls Platinum/Zylon vests that were previously recalled, and excluding Defendant Point Blank, its affiliates, parents and subsidiaries, all directors, officials, agents, and employees of Point Blank, its distributors, federal agencies and any persons who have been physically injured as a result of defects in their vests.

**The Class includes all purchasers of Zylon-containing vests manufactured by Point Blank and PACA, whether purchased directly or through a distributor, and therefore includes purchasers of Galls branded Zylon vests, because these vests were manufactured by Point Blank.**

**THE SETTLEMENT BENEFITS - WHAT YOU GET**

**7. WHAT DOES THE SETTLEMENT PROVIDE?**

The Settlement provides:

**Replacement Vest Panels For Concealable Vest Purchasers** - Upon: (a) submitting *reasonable* proof of purchase (*reasonable* proof includes a receipt, cancelled check, credit card receipt, a purchase order, sales record, other credible evidence showing purchase, or a member of the Class showing his or her vest to the distributor and obtaining confirmation from the distributor reasonably acceptable to Defendant as to purchase), and (b) the return of both the front and back vest panels (*the panels will not need to be returned prior to Class members receiving their replacement vest panels*), Class members shall be entitled to select a set of new non-Zylon® replacement panels from the list attached hereto at Exhibit A. Class members who originally purchased a threat level IIA vest shall be upgraded to threat level II replacement panels. *Point Blank customers may select replacement vest panels manufactured by Point Blank only. PACA customers may select replacement vest panels manufactured by PACA only.*  
**Purchasers of Galls branded Zylon vests may select Galls Gold or Point Blank Hi-Lite replacement panels.**

**Voucher or Carrier** - The replacement vest panels will consist of only the ballistic panels and not a replacement carrier, but Class members will have the option to receive, *in addition to the replacement panels*, either: (i) a voucher; or (ii) a new standard carrier. In other words, Class members may already have good condition carriers and thus, have the option to elect to receive a voucher to be used to purchase other products, or to be used to purchase a carrier in the future. Alternatively, Class members can elect to receive a replacement carrier in the first instance instead of a voucher. Vouchers shall be valued as follows:

- (i) Class members who purchased their original Zylon® vest(s) in **2005** may elect to receive a voucher(s) valued by method *a* or *b* below, **or** alternatively may elect option *c* and receive a new standard carrier:
  - a. A voucher equal to 100% of the difference between the average consumer price of their replacement vest and the average

consumer price of their original Zylon® vest being exchanged, such prices listed at Exhibit A attached hereto.

- b. If a Class member provides reasonable proof of purchase demonstrating that they paid more than the price listed on Exhibit A for their original Zylon® vest(s), such Class member shall be entitled to a voucher equal to 100% of the difference between the price of the replacement vest selected and the actual price paid for their original Zylon® vest.
- c. A new standard carrier (the state contract price of a new standard carrier manufactured by Defendants is \$45.00).
- (ii). Class members who purchased their original Zylon® vest(s) in **2004** may elect to receive a voucher(s) valued by method *a* or *b* below, or alternatively may elect option *c* and receive a new standard carrier:
  - a. A voucher equal to 80% of the difference between the average consumer price of their replacement vest and the average consumer price of their original Zylon® vest being exchanged, such prices listed at Exhibit A attached hereto.
  - b. If, however, a Class member provides reasonable proof of purchase demonstrating that they paid more than the price listed on Exhibit A for their original Zylon® vest(s), such Class member shall be entitled to a voucher equal to 80% of the difference between the price of the replacement vest selected and the actual price paid for their original Zylon® vest.
  - c. A new standard carrier (the state contract price of a new standard carrier manufactured by Defendants is \$45.00).

**CLASS MEMBERS WHO PURCHASED THEIR ORIGINAL ZYLON® VEST(S) IN 2003, 2002 OR 2001 MAY ELECT TO RECEIVE A VOUCHER(S) VALUED BY THE SAME METHOD AS SET FORTH DIRECTLY ABOVE IN PARAGRAPHS (i) AND (ii), BUT THE "PERCENTAGE OF THE DIFFERENCE" WILL BE AS FOLLOWS: 2003 = 60%; 2002 = 40%; AND 2001 = 20%. BECAUSE THE VALUE OF A CLASS MEMBER'S VOUCHER IS BASED ON THE ORIGINAL PRICE PAID BY THAT CLASS MEMBER, SOME CLASS MEMBERS, PARTICULARLY THOSE WHO SELECT MORE EXPENSIVE REPLACEMENT VEST PANELS, MAY NOT RECEIVE A VOUCHER. THOSE CLASS MEMBERS, HOWEVER, MAY STILL ELECT OPTION C AND RECEIVE A NEW CARRIER AT NO COST.** *Because of the extra lead time necessary to manufacture carriers, and production capacity limitations, carriers will be shipped on a first come first serve basis as they become available from the manufacturing facilities.*

**Tactical Exchange Program** - Class members who purchased a tactical vest(s) from either Point Blank or PACA that contains Zylon® (see Exhibit A for list) shall be entitled to select non-Zylon® tactical replacement panels *from the same Defendant that manufactured their original vest*. Class members must select replacement panels of the same style. (Ex. If you have a Point Blank S.P.I.D.E.R. tactical vest, you must select one of the two S.P.I.D.E.R. replacements; If you have a PACA M-95 tactical vest, you must select one of the two M-95 replacements). Because of their customized construction, all replacement tactical vest panels will come with a carrier and all Class members will be entitled to have the same customized features on their replacement vest(s) as on their original vest(s). *In addition*, all Class members who purchased a tactical vest(s) shall receive a voucher from the Defendant valued as follows:

Class members that purchased tactical vests in **2005** shall be entitled to:

- a. A voucher equal to 100% of the difference between the average consumer price of their replacement vest with the same customized features as their original vests and the average consumer price of their original Zylon® vest being exchanged, the base prices without custom features are listed at Exhibit A attached hereto.
- b. If a Class member provides reasonable proof of purchase demonstrating that they paid more than the price listed on Exhibit A for their original Zylon® vest(s), such Class member shall be entitled to a voucher equal to 100% of the difference between the price of the replacement vest selected and the actual price paid for their original Zylon® vest.

Class members who purchased their tactical vests prior to 2005 shall receive a voucher based on the same method as in a and b directly above except the "percentage of the difference" will be as follows: **2004 = 80%; 2003 = 60%; 2002 = 40%; 2001 = 20%.**

**Corrections Exchange Program** - Class members who purchased a corrections vest(s) from either Point Blank or PACA containing Zylon® shall be entitled to receive a non-Zylon® replacement corrections vest with the same customized features from the Defendant that manufactured their original vest, which vest will come with a carrier.

Class members will also be entitled to receive a voucher from the Defendant that manufactured their original vest. Defendants represent that they sold well under one thousand corrections vests containing Zylon®. Because of the limited number of corrections vest sold, Defendants are not able to determine an average actual market price for these vests. Therefore, the value of the voucher(s) that Class members will receive shall be based on the difference between the price they paid for their original vest and the best available price offered (from where the Class member purchased their original vest) for the replacement corrections vest(s) they select with similar features, depreciated on the same basis as other vouchers, namely: **2005 = 100%; 2004 = 80%; 2003 = 60%; 2002 = 40%; and 2001 = 20%.** Class members who purchased corrections vests containing Zylon should contact the Claims Administrator at 1-866-778-1150 to process their claims.

**Ongoing Testing Program/Corporate Conduct** - Defendants further agree to: (i) continue to test the replacement vests pursuant to a testing methodology to ensure that the Replacement Vests will remain in compliance with NIJ requirements for the warranted period; and (ii) to disclose such testing results and methodology from time to time. All such information will be made available by way of Defendants' website or promptly through Defendants' customer service, at no charge.

## **8. IF I PARTICIPATE IN THE SETTLEMENT, HOW LONG DO I HAVE TO RECEIVE BENEFITS?**

In the event you have already replaced your Point Blank, PACA or Galls vest(s) containing Zylon®, or have ordered new vests outside of this Settlement prior to June 30, 2006, you may elect to have your new replacement panels to which you are entitled under this Settlement delivered in the future for up to thirty-six (36) months or until June 30, 2009. [For example, if a Class member replaced their Zylon-containing vest on June 1, 2004 by purchasing a replacement vest having a five-year warranty, the warranty on that vest will expire on or about June 1, 2009. If that Class member properly and timely submits a Claim Form by June 30, 2006, that Class member may elect to have their replacement panels delivered as late as June, 2009 so that they have another vest on hand when the warranty on their current vest expires].

Class members electing future delivery beyond June 30, 2007 will not receive a voucher but all such Class members will receive a new standard carrier with their replacement panels. Class members electing future delivery prior to June 30, 2007 will receive any vouchers to which they are entitled at the same time they receive their replacement ballistic panels. All Class members electing this option must return their original Zylon panels within 120 days of making this election. Defendants will provide appropriate shipping materials for Class members to return their original Zylon® vests at no cost.

All vouchers under any provision of this Settlement will be redeemable through any authorized distributor of Defendants and will expire, if not used, on or before June 30, 2011. All vouchers may be used for the purchase of any product manufactured by Defendants and sold through their authorized distributors.

**9. WHAT AM I GIVING UP TO GET BENEFITS FROM THE SETTLEMENT?**

Unless you exclude yourself, you are staying in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit relating to any Claims that could have been brought by Class members *in this case* involving Zylon-containing vests manufactured by Point Blank and PACA (which include Galls-branded Zylon vests). It also means that all of the Court's orders will apply to you and legally bind you, including a release of claims.

**10. WHAT HAPPENS IF THE PROPOSED SETTLEMENT GETS TERMINATED?**

The Stipulation of Settlement may be terminated. There are several ways the Settlement could be terminated. One way is if the Court does not approve or modifies the proposed Settlement. Should the Settlement be terminated, the lawsuit will proceed as if the Settlement had not been entered into and no benefits will be available to any Class member, unless a future settlement is reached or there is a judgment entered in favor of the Class, in which event you will receive another notice.

**HOW YOU GET YOUR SETTLEMENT BENEFITS - SUBMITTING A CLAIM FORM**

**11. HOW DO I GET NEW NON-ZYLON® REPLACEMENT BALLISTIC PANELS?**

To qualify to receive benefits you must send in a Claim Form. A Claim Form is included with this Notice. You can also obtain, complete and submit a Claim Form on the internet at [www.zylonvestexchange.com](http://www.zylonvestexchange.com). Read the instructions carefully, fill out the form, include copies of any documents the form requests, sign it, and mail it postmarked no later than **June 30, 2006**.

**Class members adversely affected by Hurricane Katrina and its aftermath in parts of Alabama, Louisiana or Mississippi may request an extension up to September 30, 2006 to submit Claim Forms to participate in the Settlement.**

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you don't want to receive benefits from this Settlement, but you want to keep the right to sue or continue to sue Defendants, on your own, regarding the legal issues in this case, then you must take steps to get out. This is called excluding yourself - or is sometimes referred to as opting-out of the settlement Class.

**12. HOW DO I GET OUT OF THE SETTLEMENT?**

To exclude yourself from the Settlement, you must complete, sign and send the written "Request for Exclusion" form included with this notice postmarked no later than **March 6, 2006**.

You can't exclude yourself on the phone or by email. If you submit a Request for Exclusion, you will not get any Settlement benefits. If you exclude yourself, do not send in a claim form and ask for Settlement benefits. The written Request for Exclusion must include your name, address and telephone number. If a representative of a Class member provides the Request for Exclusion, the Request must identify the capacity in which such person is acting. Failure to complete, date and sign the Request for Exclusion form attached to this Notice will constitute an invalid attempt to exclude yourself from the Class. The signed Request for Exclusion form must be sent by first-class mail, postage prepaid, to:

Point Blank II & PACA Class Actions  
Claims Administrator  
PO Box 5053  
Portland, Oregon 97208-5053  
Telephone: 1(866)778-1150

**and mail a copy to:**

W. Pitts Carr, Esq.  
David M. Cohen, Esq.  
CARR, TABB & POPE, LLP  
10 North Parkway Square  
4200 Northside Parkway  
Atlanta, Georgia 30327

**Class members who timely and properly exclude themselves will not be bound by the Settlement. IF YOU WISH TO RECEIVE BENEFITS PROVIDED BY THE SETTLEMENT, DO NOT SUBMIT A REQUEST FOR EXCLUSION.**

**OBJECTING TO THE PROPOSED SETTLEMENT**

You can tell that Court that you do not agree with the Settlement or some part of it. If you exclude yourself, you have no basis to object because the case no longer affects you.

**13. HOW DO I TELL THE COURT THAT I DON'T LIKE THE SETTLEMENT?**

If you are a Class member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views but may approve the Settlement anyway. If you wish to object to the Settlement, you must file your written objection with the Clerk of Court by mail postmarked no later than **March 6, 2006** to:

Office of the Clerk of Court  
Circuit Court of Broward County  
201 S.E. 6th Street  
Fort Lauderdale, Florida 33301

and you must mail of copy to:

W. Pitts Carr, Esq.  
David M. Cohen, Esq.  
CARR, TABB & POPE, LLP  
10 North Parkway Square  
4200 Northside Parkway, NW  
Atlanta, Georgia 30327

The written objection must include:

- A statement of each objection asserted;
- A detailed description of the facts underlying each objection;
- A detailed description of the legal authorities, if any, supporting each objection;
- A statement of whether the objector intends to appear and argue at the Final Approval Hearing, and if so, how long the objector anticipates needing to present the objection;
- A list of exhibits to which the objector may offer during the Final Approval Hearing, along with copies of such exhibits, and
- A list of witnesses, if any, that the objector may call to give live testimony during the Final Approval Hearing and a summary of their anticipated testimony.

## THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to speak.

### 14. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold the Final Approval Hearing at 8:45 am on March, 16, 2006 in Courtroom 960 of the Broward County Courthouse, 201 S.E. 6<sup>th</sup> Street, Fort Lauderdale, Florida 33301. At this hearing this Court will consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. After the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. The Court may adjourn or reschedule the Final Approval Hearing without further notice to the Class.

### 15. DO I HAVE TO COME TO THE HEARING?

No. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not necessary. If you attend the hearing, you may ask the Court for permission to speak at the hearing. To do so, you must also file a "Notice of Intention to Appear at the Final Approval Hearing." It must be filed with the Broward County Clerk of Court, 201 S.E. 6<sup>th</sup> Street, Fort Lauderdale, Florida 33301 by **March 6, 2006**. Your Notice of Intention to Appear at the Final Approval Hearing must include your name, address, telephone number and your signature, and must also be sent to Lead Class Counsel, W. Pitts Carr, at CARR, TABB, POPE, LLP 10 North Parkway Square, 4200 Northside Parkway, NW, Atlanta, Georgia 30327.

## THE LAWYERS REPRESENTING YOU

### 16. DO I HAVE A LAWYER IN THIS CASE?

The Court has approved lawyers called Class Counsel to represent you. These lawyers do not cost you anything. Class Counsel is identified in the table below:

W. Pitts Carr, Esq.  
David H. Pope, Esq.  
David M. Cohen, Esq.  
CARR, TABB & POPE, LLP  
4200 Northside Parkway, Building 10  
Atlanta, Georgia 30327  
*Lead Class Counsel*

Charles H. Lichtman, Esq.  
BERGER SINGERMAN  
350 E. Las Olas Boulevard  
Suite 1000  
Fort Lauderdale, Florida 33301  
*Class Counsel*

Herschel M. Sigall, Esq.  
Elaine Silveira, Esq.  
6161 Busch Boulevard  
Suite 130  
Columbus, Ohio 43229  
*Class Counsel*

### 17. HOW WILL THE LAWYERS BE PAID?

At the Final Approval Hearing, counsel for Plaintiffs and the Class will apply to the Court for an award of attorneys' fees for legal services rendered plus reimbursement of expenses of litigation, to be paid by Defendants, not to exceed \$550,000.00. Defendants agree not to object to such application. Plaintiffs' Counsels' fees and expenses may only be awarded after the Court has determined such fees and expenses are fair and reasonable. Payment of any such award, if approved, will only be made when the Settlement becomes Final.

## GETTING MORE INFORMATION

### 18. HOW DO I GET MORE INFORMATION ABOUT THE SETTLEMENT?

This Notice contains only a summary of the Settlement. The terms of the Settlement are set forth in detail in the Stipulation of Settlement, which is available to the public to review at the Office of the Clerk of Court, 201 S.E. 6<sup>th</sup> Street, Fort Lauderdale, Florida 33301. You may visit [www.zylonvestexchange.com](http://www.zylonvestexchange.com) to obtain a Claim Form plus other information to help you determine whether you are a Class Member and whether you are eligible to receive benefits. You may also contact the Claims Administrator at 1(866) 778-1150 for additional information or assistance in processing your Claim, or you may contact David M. Cohen, one of the attorneys for the Class at (404) 442-9000.

This Notice is issued pursuant to the Preliminary Approval Order issued by the Honorable Leroy Moe, Circuit Judge, dated December 12, 2005.

Office of the Clerk of Court  
Circuit Court of Broward County  
201 S.E. 6th Street  
Fort Lauderdale, Florida 33301

## EXHIBIT A

Point Blank Concealable Vests Containing Zylon®			Point Blank Concealable Non-Zylon® Replacement Vests		
Model	Threat Level	Average Consumer Cost	Model	Threat Level	Average Consumer Cost
• Fusion	IIA	\$510.00	Hi-Lite	II	\$396.00
	II	\$552.00		IIIA	\$450.00
	IIIA	\$600.00			
• Legacy	IIA	\$444.00	Legacy Pro	II	\$558.00
	II	\$510.00		IIIA	\$600.00
	IIIA	\$582.00			

**Class Members who originally purchased a level IIA vest must select level II replacement panels. Class Members who originally purchased level II or IIIA vests must select replacement panels of the same threat level. Class Members who purchased a Fusion or Legacy level II vest must select Hi-Lite or Legacy Pro level II replacement panels. Class members who purchased a Fusion or Legacy IIIA vest must select Hi-Lite or Legacy Pro level IIIA replacement panels.**

Point Blank Tactical Vests Containing Zylon®			Point Blank Non-Zylon® Tactical Replacement Vests		
Model	Threat Level	Average Consumer Cost	Model	Threat Level	Average Consumer Cost
S.P.I.D.E.R. - Fusion	IIIA	\$1,524.00	S.P.I.D.E.R. - Hi-Lite	IIIA	\$1,284.00
S.P.I.D.E.R. - The Beast	IIIA	\$1,590.00	S.P.I.D.E.R. - Legacy Pro	IIIA	\$1,475.00
SWAT Cert Plus - Fusion	IIIA	\$1,425.00	SWAT Cert Plus - Hi-Lite	IIIA	\$1,230.00
SWAT Cert Plus - The Beast	IIIA	\$1,512.00	SWAT Cert Plus - Legacy Pro	IIIA	\$1,415.00
MRV Plus SWAT - Fusion	IIIA	\$1,464.00	MRV Plus SWAT - Hi-Lite	IIIA	\$1,224.00
MRV Plus SWAT - The Beast	IIIA	\$1,548.00	MRV Plus SWAT - Legacy Pro	IIIA	\$1,410.00

PACA Concealable Vests Containing Zylon®			PACA Concealable Non-Zylon® Replacement Vests		
Model	Threat Level	Average Consumer Cost	Model	Threat Level	Average Consumer Cost
• RTZ	II	\$740.00	KGS	II	\$459.00
	IIIA	\$908.00		IIIA	\$486.00
• ZG	IIA	\$425.00	GK	II	\$472.20
	II	\$483.00		IIIA	\$563.40
	IIIA	\$552.00			
• ZPG	IIA	\$484.00	<b>Class Members who originally purchased a level IIA vest must select level II replacement panels. Class Members who originally purchased level II or IIIA vests must select replacement panels of the same threat level. Class members who purchased a RTZ, ZG, ZPG, Z3-2, ZGS-2 or WF 1002 level II vest must select KGS or GK level II replacement panels. (Class members who purchased ZGS-2 vests are entitled to select KGS or GK replacement panels at no additional cost, even though the average consumer costs of those replacement vests is higher than the average consumer costs of their ZGS-2). Class members who purchased a RTZ, ZG, or ZPG level IIIA vest must select KGS or GK level IIIA replacement panels.</b>		
	II	\$537.00			
	IIIA	\$569.00			
• Z3-2 • ZGS-2 • WF-1002	II	\$770.52			
	II	\$378.24			
	II	\$764.70			

PACA Tactical Vests Containing Zylon®			PACA Non-Zylon® Tactical Replacement Vests		
Model	Threat Level	Average Consumer Cost	Model	Threat Level	Average Consumer Cost
M-2001 - ZPG	IIIA	\$1,066.80	M-2001 KGS	IIIA	\$880.80
M-2001 - ZG	IIIA	\$1,038.00	M-2001 GK	IIIA	\$941.00
M-95 - ZPG	IIIA	\$975.00	M-95 KGS	IIIA	\$804.00
M-95 - ZG	IIIA	\$948.00	M-95 GK	IIIA	\$860.00
SVII - ZPG	IIIA	\$1,140.00	SVII KGS	IIIA	\$890.00
SVII - ZG	IIIA	\$1,047.60	SVII GK	IIIA	\$950.00
Wilson ZPG	IIIA	\$892.80	Wilson KGS	IIIA	\$710.00
Wilson ZG	IIIA	\$845.00	Wilson GK	IIIA	\$760.00
Contact ZPG	IIIA	\$600.00	Contact KGS	II	\$540.00
Contact ZG	IIIA	\$580.00	Contact GK	II	\$560.00

Galls Brand Concealable Vests Containing Zylon® (other than Galls Platinum vests that were previously recalled)			Galls Concealable Non-Zylon® Replacement Vest		
Model	Threat Level	Average Consumer Cost	Model	Threat Level	Average Consumer Cost
• ZL1 • ZL2 • ZL3	IIA	\$460.00	• Galls Gold GG2 • Galls Gold GG3	II	\$409.99
	II	\$499.50		IIIA	\$489.99
	IIIA	\$534.00			

**Class members who purchased these Galls branded Zylon vests must select either Galls Gold or Point Blank Hi-Lite replacement panels (see prices in chart above for the Point Blank Hi-Lite). Class Members who originally purchased a level IIA vest must select level II replacement panels. Class Members who originally purchased level II or IIIA vests must select replacement panels of the same threat level.**